

1 a. The Bureau and Commission acknowledge and agree that the approved annual budget
2 of estimated room tax collections is an estimate and the Commission has no obligation to re-
3 imburse expenses of the bureau beyond the approved budget or the room tax revenue ob-
4 tained and kept by the Commission whichever is less. Excess unbudgeted room tax collec-
5 tions may go towards funding special Bureau marketing promotions or be applied to the next
6 year's Annual Marketing Plan. From time to time, the Commission may suggest special Tour-
7 ism Zone marketing efforts with excess unbudgeted room tax collections.

8
9 b. The Bureau shall submit monthly vouchers with sufficient detail to the Commission for
10 all expenditures made in providing services and materials under this Agreement and the
11 Commission shall approve and reimburse those expenditures that are reasonably related to
12 the Bureau's duties under this Agreement within thirty (30) days of submission.

13
14 c. The Bureau shall assist the Commission in preparing the annual report to each mu-
15 nicipality as required by statute. This report shall be submitted to the Commission no later
16 than June 1st of each year and cover the preceding calendar year's activities. This report by
17 the Bureau shall include where the money received from the Commission was spent and
18 most importantly, the return on investment, what was gained from the room taxes invested,
19 the success in reaching the goals and objectives for the current year and the goals and ob-
20 jectives for the coming year which have been mutually discussed and agreed to by both the
21 Commission and the Bureau. This annual report shall also be distributed to all lodging prop-
22 erties. The Bureau shall also participate in an annual meeting, which shall take place after
23 the annual report is received. Participants in this meeting would include the Commission,
24 the Bureau, all participating municipalities, members of the Bureau and all lodging proper-
25 ties. The purpose of this annual meeting should be to answer any questions, discuss any
26 concerns and further explain all goals and objectives.

27
28 d. The Bureau shall also assist the Commission in preparing the quarterly reports to the
29 participating municipalities. The Bureau shall itemize all expenses that were incurred during
30 the quarter and have been reimbursed or should be reimbursed and the progress made in
31 achieving the goals and objectives outlined in the annual report for the current year. This re-
32 port shall also be available to any lodging property or Bureau member that desires it.

33
34 7. The initial term of this Agreement shall be concurrent with the term of the Tourism Zone
35 Commission Intergovernmental Agreement, effective May 1, 2007, and thereafter renewed on a
36 year-to-year basis unless either party to this Agreement, with at least six (6) months notice, de-
37 clines the renewal provision. Municipalities that join the Tourism Zone Commission Intergovern-
38 mental Agreement in the future shall be subject to the terms of this agreement. The Commission
39 recognizes that the Bureau will enter into contracts for tourism marketing services based upon the
40 on the authority granted the Bureau in this Agreement.

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42 8. The Commission and Bureau shall provide written notice of a dispute within a reasonable
43 time and after the event giving rise to the dispute. The Commission and Bureau agree to negotiate
44 any dispute between them in good faith for a period of 30 days following such notice. The Com-
45 mission and Bureau may agree to submit any dispute to mediation or binding arbitration, but such
46 mediation or arbitration shall not be required or a prerequisite to initiating a lawsuit to enforce this
47 Agreement.

1 9. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

5 10. This agreement contains the entire understanding between the parties on the subject matter hereof and not representations. Inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall not be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.

10 11. This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

12 12. This Agreement is governed by the law of the State of Wisconsin.

17 Dated this _____ day of June, 2007

21 **DOOR COUNTY TOURISM ZONE COMMISSION**

24 By: (Chairperson) _____

27 By: (Secretary/Treasurer) _____

29 Dated this _____ day of _____, 2007

31 **DOOR COUNTY VISITOR BUREAU**

34 By: (President) _____

37 By: (Secretary) _____

43 File name: \\sbs01.local.sisterbay.com\users\rlkufrin\files\active\tourism zone commission\reference documents\dctz
44 tourism entity agreement v3.doc
45 Created: 6/6/2007 2:46 PM Date Printed: 7/19/2007 9:46:00 AM
46 \\sbs01.local.sisterbay.com\Users\rlkufrin\Files\Active\Tourism Zone Commission\Reference Documents\DCTZ Tourism Entity
47 Agreement v3.doc
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